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 INDIVIDUALLY, AND
 ON BEHALF OF THE ESTATE OF
 JANIS KRANTZ, DECEASED,
 LAUREN GREGORY, AND JOSHUA
 KRANTZ

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

MICHAEL KRANTZ, INDIVIDUALLY
 AND ON BEHALF OF THE ESTATE
 OF JANIS KRANTZ, DECEASED,
 LAUREN GREGORY, AND JOSHUA
 KRANTZ,

Plaintiffs,

v.

REGENERON PHARMACEUTICALS,
 INC. AND SANOFI-AVENTIS U.S.
 LLC,

Defendants.

Case No. 2:23-cv-08034-WLH-MRW

Assigned to: Hon. Wesley L. Hsu

**STIPULATED PROTECTIVE
 ORDER**

1 protected from disclosure under state or federal statutes, court rules, case
2 decisions, or common law. Accordingly, to expedite the flow of information, to
3 facilitate the prompt resolution of disputes over confidentiality of discovery
4 materials, to adequately protect information the parties are entitled to keep
5 confidential, to ensure that the parties are permitted reasonable necessary uses
6 of such material in preparation for and in the conduct of trial, to address their
7 handling at the end of the litigation, and serve the ends of justice, a protective order
8 for such information is justified in this matter. It is the intent of the parties that
9 information will not be designated as confidential for tactical reasons and that
10 nothing be so designated without a good faith belief that it has been maintained in
11 a confidential, non-public manner, and there is good cause why it should not be
12 part of the public record of this case.

13 **3. Scope.** The protections conferred by this Stipulation and Order cover
14 not only Protected Material (as defined below), but also (1) any information copied
15 or extracted from Protected Material; and (2) all copies, excerpts, or compilations
16 of Protected Material. Any use of Protected Material at trial shall be governed
17 by the orders of the trial judge. This Order does not govern the use of Protected
18 Material at trial. Nothing in this Protective Order shall limit any supplying party's
19 use of its own documents or shall prevent any supplying party from disclosing its
20 own Confidential documents to any person.

21 **4. Definitions.** As used in the Stipulated Protective Order, these terms
22 have the following meanings:

- 23 • "Attorneys" means counsel of record;
- 24 • "Confidential Information" (regardless of how is it generated,
25 stored or maintained) means information designated pursuant
26 to paragraph 5;
- 27 • "Outside Vendors" means messenger, copy, coding, and other
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1 clerical-services vendors not employed by a party or its
2 Attorneys and their employees and subcontractors;

- 3 • “Protected Material” means any Disclosure of Discovery
4 Materials that is designated as “CONFIDENTIAL”; and
- 5 • “Written Assurance” means an executed document in the form
6 attached as Exhibit A.

7 **5. Designation.**

8 a. Procedure. A Party may designate unredacted information as
9 “CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER” by the producing
10 party that falls within one or more of the following categories: (a) information
11 prohibited from disclosure by law; (b) information that reveals trade secrets; (c)
12 research, technical, commercial or financial information that the party has
13 maintained as confidential; (d) medical and protected health information (“PHI”)
14 concerning any individual; (e) personal identifying information (“PII”); (f) income
15 tax returns (including attached schedules and forms), W-2 forms and 1099 forms;
16 (g) personnel or employment records of a person who is not a party to the case;
17 and/or (h) any other information or tangible things that qualify for protection under
18 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
19 Statement.

20 b. Inadvertent Failure to Designate. An inadvertent failure to
21 designate a document, testimony, or other information as Confidential Information
22 does not, standing alone, waive the right to subsequently so designate the
23 information. A party may designate a document or ESI as Confidential
24 Information following production, provided that such new designation is made
25 promptly after discovery of inadvertent failure to designate. Upon such
26 designation, the receiving party shall: treat such document or information as
27 designated pursuant to the terms of this Order; take reasonable steps to return or
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1 destroy all previously-received copies of the information and provide certification
2 of same; notify any persons known to have possession of such material of such
3 new designation under this Order; and promptly endeavor to procure all copies of
4 such materials from persons known to have possession of such material who are
5 not entitled to receipt of it pursuant to this Order. No party shall be found to have
6 violated this Order for failing to maintain the confidentiality of material during a
7 time when that material has not been designated Confidential Information.

8 c. Inspection of Materials Prior to Production. A Party or Non-
9 Party that makes original documents available for inspection prior to their
10 production need not designate them for protection until after the inspecting Party
11 has indicated which documents it would like copied and produced. During the
12 inspection and before the designation, all of the material made available for
13 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
14 identified the documents it wants copied and produced, the Producing Party must
15 determine which documents, or portions thereof, qualify for protection under this
16 Order. Then, before producing the specified documents, the Producing Party shall
17 so designate them in accordance with the procedures set forth in this Order.

18 **6. Designations by Third Parties.** Third parties producing documents
19 in the course of this action may also designate documents as “Confidential,”
20 subject to the same protections and constraints as the parties to the action. A copy
21 of the Protective Order shall be served along with any subpoena served in
22 connection with this action.

23 **7. Depositions.** Deposition testimony and exhibits are protected by this
24 Order if the testimony or exhibit is designated as confidential when the deposition
25 is taken or within twenty-one (21) business days after receipt of the transcript.
26 Such designation shall be specific as to the portions that contain Confidential
27 Information. Until the expiration of the 21-day period, the deposition testimony,
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1 transcript, and all exhibits shall be treated as confidential. The deposition of any
2 witness (or any portion of such deposition) that encompasses Confidential
3 Information shall be taken only in the presence of persons who are qualified to
4 have access to such information pursuant to this Protective Order. The failure to
5 serve a timely Notice of Designation waives any designation of deposition
6 testimony as Confidential Information that was made on the record of the
7 deposition, unless otherwise ordered by the Court.

8 **8. Other Discovery.** Portions of interrogatory answers, responses to
9 requests for admissions, deposition transcripts and exhibits, pleadings, motions,
10 affidavits, and briefs that quote, summarize, or contain confidential information
11 within the scope of Fed. R. Civ. P. 26(c) may be designated “Confidential” where
12 appropriate, but, to the extent feasible, shall be prepared in such a manner that the
13 confidential information is bound separately from that not entitled to protection.

14 **9. Protection of Confidential and Protected Material.**

15 a. General Protections. All Confidential documents and Protected
16 Material, along with the information contained in such documents, shall be used
17 solely for the purpose of this action, and no person receiving such documents shall,
18 directly or indirectly, use, transfer, disclose, or communicate in any way the
19 documents or their contents to any person other than those specified in Paragraph
20 9(b). Any other use is prohibited.

21 b. Limited Third Party Disclosures. Access to any Confidential
22 document shall be limited to the following third parties as necessary:

- 23 1. the Court and its staff;
- 24 2. attorneys and employees of Attorneys who have responsibility for the
25 action;
- 26 3. those persons specifically engaged for the limited purpose of making
27 copies of documents or organizing or processing documents, including
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1 outside vendors hired to process electronically stored documents;

2 4. persons shown on the face of the document to have authored or
3 received it;

4 5. court reporters retained to transcribe testimony;

5 6. the parties;

6 7. the parties' current or former employees, subject to the notice
7 provision of paragraph 10 for former employees;

8 8. outside independent persons (*i.e.*, persons not currently or formerly
9 employed by, consulting with, or otherwise associated with any party)
10 who are retained by a party or its Attorneys to provide assistance as
11 mock jurors or focus group members or the like, or to furnish
12 technical or expert services, and/or to give testimony in this action,
13 subject to the notice provision of paragraph 10, but only after such
14 persons have completed the certification contained in Exhibit A,
15 agreeing to comply with and be bound by the provisions of the
16 Protective Order;

17 9. During their depositions, or in preparation for their trial or deposition
18 testimony, witnesses in this action to whom disclosure is reasonably
19 necessary. While a deponent is being examined about any
20 Confidential Information, persons to whom disclosure is not
21 authorized under this Order shall be excluded from the deposition.
22 Witnesses may receive copies of exhibits in connection of review of
23 the transcripts, but shall not retain a copy of documents containing
24 Confidential Information. Pages of transcribed deposition testimony
25 or exhibits to depositions that are designated as Confidential
26 Information pursuant to the process set out in this Order may not be
27 disclosed to anyone except as permitted under this Order.
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1 c. Storage and Transmission of Documents. Protected Material
2 must be stored and maintained by a Receiving Party at a location and in a secure
3 manner that ensures that access is limited to the persons authorized under this
4 Order. To avoid security risks currently inherent in certain current technologies,
5 and unless the party whose Confidential documents are at issue agrees otherwise in
6 writing, and except as set forth immediately below with respect to limited
7 electronic mail communications, all persons with access to Confidential documents
8 pursuant to Paragraph 9(b) shall be and are prohibited from storing or transmitting
9 any Confidential documents in or via any online or web-based storage location or
10 service, when such storage location or service is managed or maintained by any
11 third-party service provider, other than a reputable litigation support service
12 provider with a secure document hosting facility that uses encrypted web-enabled
13 software that allows for secure and protected sharing and collaboration concerning
14 said documents amongst only authorized counsel. Notwithstanding the foregoing
15 provision, a person with access to Confidential documents pursuant to Paragraph
16 9(b) shall not be prohibited from transmitting to any other person permitted to
17 access Confidential documents pursuant to Paragraph 9(b) a reasonably limited
18 number of files containing Confidential documents through electronic mail, as
19 attachments to an electronic mail in the form of separate PDF files (and not as zip
20 files or links to files), as long as the person transmitting the files takes reasonable
21 steps to protect the confidentiality of the files.

22 **10. Notice Provision.** Each person appropriately designated pursuant to
23 paragraph 9(b) to receive Confidential information shall execute a “Written
24 Assurance” in the form attached as Exhibit A. Attorneys of the supplying party
25 shall be notified at least 14 days prior to disclosure to any such person who is
26 known to be an employee or agent of, or consultant to, any Competitor of the party
27 whose designated documents or information are sought to be disclosed. Such
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1 notice shall provide the name and address of the person to whom the disclosure
2 will be made and the nature of his or her affiliation with a Competitor. If a party
3 objects in writing to such disclosure within 14 days after receipt of notice, no
4 disclosure shall be made until the party seeking disclosure obtains the prior
5 approval of the Court or the objecting party. If the Court allows disclosure, the
6 information remains Confidential, and the person shall be bound by this Protective
7 Order. This disclosure obligation shall be a continuing one; if an independent
8 consultant or expert is going to work for, consult with, or otherwise communicate
9 with a Competitor regarding any cemiplimab product at any time during the
10 litigation, Attorneys consulting with that person shall provide the notice required
11 by this paragraph.

12 **11. Challenging Confidentiality Designations.** The designation of any
13 material or document as Confidential Information is subject to challenge by any
14 party. The following procedure shall apply to any such challenge.

15 a. Timing of Challenges. Any Party or Non-Party may challenge
16 a designation of confidentiality at any time that is consistent with the Court's
17 Scheduling Order.

18 b. Meet and Confer. The Challenging Party shall initiate the
19 dispute resolution process under Local Rule 37.1 et seq.

20 c. Burden on Challenge. The burden of persuasion in any such
21 challenge proceeding shall be on the Designating Party. Frivolous challenges, and
22 those made for an improper purpose (e.g., to harass or impose unnecessary
23 expenses and burdens on other parties,) may expose the Challenging Party to
24 sanctions. Unless the Designating Party has waived or withdrawn the
25 confidentiality designation, all parties shall continue to afford the material in
26 question the level of protection to which it is entitled under the Producing Party's
27 designation until the Court rules on the challenge.
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1 **12. Protected Material Subpoenaed or Ordered Produced in Other**
2 **Litigation.** If a Party is served with a subpoena or a court order issued in other
3 litigation that compels disclosure of any information or items designated in this
4 Action as “CONFIDENTIAL,” that Party must: (a) promptly notify in writing the
5 Designating Party. Such notification shall include a copy of the subpoena or court
6 order; (b) promptly notify in writing the party who caused the subpoena or order to
7 issue in the other litigation that some or all of the material covered by the subpoena
8 or order is subject to this Protective Order. Such notification shall include a copy
9 of this Stipulated Protective Order; and (c) cooperate with respect to all reasonable
10 procedures sought to be pursued by the Designating Party whose Protected
11 Material may be affected. If the Designating Party timely seeks a protective order,
12 to the extent allowed by law the Party served with the subpoena or court order shall
13 not produce any information designated in this action as “CONFIDENTIAL”
14 before a determination by the court from which the subpoena or order issued,
15 unless the Party has obtained the Designating Party’s permission. The Designating
16 Party shall bear the burden and expense of seeking protection in that court of its
17 confidential material and nothing in these provisions should be construed as
18 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
19 directive from another court.

20 **13. Request to Disclose to Competitors.** Notwithstanding the foregoing,
21 without express written consent, in no event shall any disclosure of Confidential
22 documents be made to any Competitor or to any person—irrespective of whether
23 such person is retained as an expert in this action—who upon reasonable and good
24 faith inquiry, could be determined to be a current employee of a Competitor or
25 consultant doing research on Libtayo for a Competitor. If a party seeks to disclose
26 Confidential documents to a Competitor, the party seeking disclosure shall follow
27 the notice provisions set forth in Paragraph 10. Confidential documents shall be
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1 used solely for the purpose of this action and shall not be used by any person
2 receiving such information for any business or competitive purpose.

3 **14. Request to file Document Under Seal.** A Party that seeks to file
4 Confidential information under seal must comply with Civil Local Rule 79-5,
5 which sets forth the procedures that must be followed and the standards that will be
6 applied when a party seeks permission from the court to file material under seal.
7 Confidential information may only be filed under seal pursuant to a Court order
8 authorizing the sealing of the specific Confidential Information at issue. If a
9 Party's request to file Confidential information under seal is denied by the Court,
10 then the Receiving Party may file the information in the public record unless
11 otherwise instructed by the Court.

12 **15. Obligations upon Conclusion of Litigation**

13 a. Order Continues in Force. Unless otherwise agreed upon
14 or ordered, this Order shall remain in force after dismissal or entry of final
15 judgment not subject to further appeal.

16 b. Obligations. Within 60 days of the termination of this
17 action, including any appeals, each party shall either destroy or return to the
18 supplying party all Protected Material. As used in this subdivision, "all Protected
19 Material" includes all copies, abstracts, compilations, summaries, and any other
20 format reproducing or capturing any of the Protected Material. Whether the
21 Protected Material is returned or destroyed, the Receiving Party must provide a
22 certification to the Producing Party by the 60-day deadline that (1) identifies (by
23 category, where appropriate) all the Protected Materials that was returned or
24 destroyed and (2) affirms that the Receiving party has not retained any copies,
25 abstracts, compilations, summaries or any other format reproducing or capturing
26 any of the Protected Material as to such return or destruction within the 60-day
27 period.
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c. Retention of Work Product and One Set of Filed Documents.

Notwithstanding this provision, Attorneys shall be entitled to retain a set of archival copies of all documents filed with the Court and all correspondence generated in connection with the action. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order. An Attorney may use his or her own work product in subsequent litigation, provided that its use does not disclose or use Confidential or Protected materials or otherwise violate this Order.

d. Deletion of Documents Filed under Seal from Electronic Case

Filing (ECF) System. Filings under seal shall be deleted from the ECF system only upon order of the Court.

16. Order Subject to Modification. Any party may apply to the Court for a modification of the Protective Order, and nothing in this Protective Order shall be construed to prevent a party from seeking such further provisions enhancing or limiting confidentiality as may be appropriate.

17. Right to Assert Other Objections. No action taken in accordance with the Protective Order shall be construed as a waiver of any claim or defense in the action or of any position as to discoverability or admissibility of evidence.

18. Duration. The obligations imposed by the Protective Order shall survive the termination of this action.

19. Effect of Prior Orders. All prior consistent orders remain in full force and effect.

IT IS SO ORDERED, this 12 day of Jan, 2024.

/s/  MRW
United States Magistrate Judge

EXHIBIT A
WRITTEN ASSURANCE

_____ declares that:

I reside at _____ in the City of _____
_____, County of _____, State of _____.

I am currently employed by ____, located at _____, and my
current job title is _____.

I have read and I understand the terms of the Protective Order dated
_____, filed in Case No. 2:23-cv-08034, pending in the United
States District Court for the Central District of California. I agree to comply with
and be bound by the provisions of the Protective Order. I understand that any
violation of the Protective Order may subject me to sanctions by the Court.

I shall not divulge any information or documents designated as
“Confidential” and obtained pursuant to such Protective Order, or the contents of
such documents, to any person other than those specifically authorized by the
Protective Order. I shall not copy or use such documents or information except for
the purposes of this action and pursuant to the terms of the Protective Order.

As soon as practical, but no later than 30 days after final termination of this
action, I shall return to the attorney from whom I have received them, any
documents in my possession designated “Confidential”, and all copies, excerpts,
summaries, notes, digests, abstracts, and indices relating to such documents.

I submit myself to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing or otherwise providing
relief relating to the Protective Order.

Executed on _____
(Date) (Signature)